

**FIRST AMENDMENT to
CITY OF MERIDIAN PARKS & RECREATION DEPARTMENT
MERIDIAN YOUTH BASEBALL/SOFTBALL, INC. AMENDMENT TO
DEVELOPMENT AND LICENSE AGREEMENT**

This FIRST AMENDMENT to CITY OF MERIDIAN PARKS & RECREATION DEPARTMENT – MERIDIAN YOUTH BASEBALL/SOFTBALL, INC. AMENDMENT TO DEVELOPMENT AND LICENSE AGREEMENT (“First Amendment”) is entered into this ____ day of _____, 2023, by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Meridian Youth Baseball/Softball, Inc., a non-profit corporation organized under the laws of the State of Idaho (“MYB/S INC.”).

WHEREAS, the Parties seek by this First Amendment to amend the City of Meridian Parks & Recreation Department – Meridian Youth Baseball/Softball, Inc. Amendment to Development and License Agreement, dated February 14, 2006 (“2006 Agreement”), a copy of which is attached hereto as *Exhibit A*;

WHEREAS, pursuant to the proposal and specifications attached hereto as *Exhibit B*, MYB/S seeks to install retractable awnings on two of the City’s concession stands in Meridian Settlers’ Park, in order to provide shade and weather protection for MYB/S and other park users, at MYB/S’s expense; and

WHEREAS, City will allow the installation of the retractable awnings as set forth in *Exhibit B*, pursuant to the conditions set forth in this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

A. SECTION 3(r) ADDED. A new subsection shall be added to Section 3 of the of the 2006 Agreement, subsection 3(r), to read as follows:

- r. MYB/S INC. shall coordinate the installation of retractable awnings on each of the two (2) concession stands serving the baseball and softball fields on the west side of Meridian Settlers’ Park, at MYB/S INC.’s sole expense, pursuant to the proposal and specifications attached hereto as *Exhibit B*. The following terms and conditions shall apply:
 - (1) Prior to installation of the awnings, MYB/S shall obtain all required permits from the City of Meridian Community Development Department/Building Services Division. MYB/S shall obtain all necessary inspections from the City of Meridian Community Development Department/Building Services Division.
 - (2) MYB/S shall notify the Parks & Recreation Department Director or designee, by phone or email, of the dates and times of the installation of the awnings and/or related systems.

- (3) Within thirty (30) days of complete installation of the awnings, MYB/S shall provide to City copies of all: permitting and inspection records, receipts showing payment in full for all goods and services related to such installation, and waivers of lien from any and all contractors used in the installation of the awnings and/or related systems. Should MYB/S fail to timely provide all documentation required by this section, City may obtain same and invoice MYB/S for all associated costs of such task, including required staff time, which invoice MYB/S shall pay within seven (7) days of receipt.
- (4) Within seven (7) days of receipt of all required documentation, City shall visually inspect the awnings to confirm that they meet the specifications set forth in *Exhibit B*, and if they do, shall provide to MYB/S written notification of City's acceptance of the awnings as installed.
- (5) MYB/S shall provide any and all necessary maintenance or repairs to the awnings. MYB/S shall ensure that the awnings are in good condition aesthetically and operationally by engaging routine inspection and maintenance pursuant to all applicable manufacturers' and installers' recommendations. MYB/S shall ensure that all maintenance and repairs are conducted by professionals with proper licensing and certification. MYB/S shall be responsible for obtaining all permits and inspections necessary for work on the awnings and related systems.
- (6) MYB/S shall retain ownership of the awnings throughout the term of this Agreement. Upon termination or expiration of this Agreement, the awnings shall become the property of City.
- (7) In the event the awnings or related systems are replaced, MYB/S shall comply with all terms and conditions of this subsection (r)(1-6) in the course of installing the replacement awnings or related systems.

B. SECTION 6(e) MODIFIED. Section 6(e) of the of the 2006 Agreement shall be modified to read as follows:

- e. City shall perform all site maintenance other than what MYB/S INC. has agreed to maintain as noted above in item 3(n) and 3(r) of this Agreement.

C. SECTION 12 MODIFIED. Section 12 of the of the 2006 Agreement shall be modified to read as follows:

- 12. MYB/S INC. shall not make, or permit to be made, alterations on or to the premises without first obtaining City's written consent. Except as otherwise specified in this Agreement, additions to, or alterations of, the premises shall become at once a part of the real property and belong to City. MYB/S INC. shall keep the premises free from any

liens arising out of any work performed for, materials furnished to, or obligations incurred by MYB/S INC.

D. NO ADDITIONAL PROVISIONS. The Parties agree that except as expressly modified by this First Amendment, all provisions of the 2006 Agreement shall remain in full force and effect. No other understanding, whether oral or written, whether made prior to or contemporaneously with this First Amendment shall be deemed to enlarge, limit or otherwise affect the operation of the 2006 Agreement or this amendment thereto.

IN WITNESS WHEREOF, the parties shall cause this First Amendment to be executed by their duly authorized officers to be effective as of the day and year first above written.

MERIDIAN YOUTH BASEBALL/SOFTBALL, INC.:



NAME, President

CITY OF MERIDIAN:

BY:

Robert E. Simison
Mayor

Attest:

Chris Johnson
City Clerk

EXHIBIT A
2006 AGREEMENT

CITY OF MERIDIAN
PARKS & RECREATION DEPARTMENT
MERIDIAN YOUTH BASEBALL / SOFTBALL, INC.
Amendment to DEVELOPMENT AND LICENSE AGREEMENT

THIS AGREEMENT made and entered into this 14th day of February, 2006, by and between the City of Meridian, an Idaho Municipal Corporation, hereinafter called "City", and the Meridian Youth Baseball/Softball, Inc., a 501(c)(3) Corporation, hereinafter called "MYB/S INC."

WHEREAS, "MYB/S INC." is a service organization dedicated to public service for fund raising in support of the youth of Meridian and Western Ada County; and

WHEREAS, "MYB/S INC." and the "City" desire to cooperate to improve recreation opportunities for youth and the residents of Meridian and Western Ada County; and

WHEREAS, the "City" has available a 23.5 acre parcel within Meridian Settler's Park; and

WHEREAS, the "City" and "MYB/S INC." agree to designate the 23.5 acre parcel site as a Special Use park to support youth.

WHEREAS, the "City" is willing, upon certain terms and conditions, to provide use of the entire 23.5 acre site for a period of time defined within this AGREEMENT; and

NOW, THEREFORE, the parties hereto agree as follows:

1. USE

For and in consideration of promises contained herein, and other good and valuable consideration, "City" hereby gives and grants to "MYB/S INC." the right, privilege and license to use certain property (the "premises") Meridian Youth Baseball/Softball complex more particularly described in Exhibit A, attached hereto and incorporated herein by reference and attachment, for purposes set forth in this agreement.

2. TERM OF AGREEMENT

This AGREEMENT shall be for a term of twenty-five (25) years, with an option to renew by "MYB/S INC." for an additional ten (10) year period commencing on the 1st day of March, 2004. Notice must be given to the other party in writing to the other party at least ninety (90) days prior to the commencement of the option period if the renewal is not desired by either party.

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3. DEVELOPMENT AND USE OF PREMISE

"MYB/S INC." will partner with the "City" to construct the park property for the use of "MYB/S INC." youth within the above-described area, which shall be constructed and maintained in accordance with the following provisions:

- a. "MYB/S INC." will provide funding necessary for the construction of the buildings and a portion of the facility premises as described by the department and shown on the Park Master Plan.
- b. Development of the premises shall be in the following noted phases, which shall be completed within three (3) years of the date hereof provided, and that two additional years may be granted if necessary and so long as good faith efforts to raise funds and make progress toward completion are demonstrated.
- c. Phase One shall include:
 1. All engineering and construction documents.
 2. All baseball back stops and fencing.
 3. The construction of the playing fields.
 4. All underground utility construction.
 5. Parking lot drainage, sub-base to grade and paving.
 6. Curb, gutter, and sidewalks.
 7. Fine grading for seed preparation, grass seeding.
 8. Construction Management

This Phase One is substantially complete and scheduled for final completion in September 2006.

- d. Phase Two shall include:
 1. Construction of restroom/concession buildings.
 2. Landscaping and trees.

This Phase Two is to be substantially complete and scheduled for final completion in September 2007.

e. Phase Three shall include:

1. Construction of maintenance building.

This Phase Three is to be substantially complete and scheduled for final completion in September 2009.

f. MYB/S INC will provide funding for the following items:

1. All engineering and construction documents.
2. All baseball backstops and fencing.
3. Construction Management.
4. Construction of restroom/concession buildings.
5. Construction of maintenance building.
6. Landscaping and trees.
7. All change orders.

g. "MYB/S INC." shall not use or permit the use of the premises for any other purpose without the express written consent of the "City".

h. The portion of Meridian Settler's Park to which this agreement applies, is to remain open to public use when not scheduled for organized use by "MYB/S INC." related activities.

i. "MYB/S INC." will provide a yearly schedule of events to "City".

j. Park rules and regulations and applicable city ordinances will be observed and complied with.

k. "MYB/S INC." understands that the premises licensed for use is first and foremost a "City" park and must obtain permission from "City" prior to the start of any earth work, grading or construction being performed.

l. "MYB/S INC." agrees to develop the park to "City" park construction specifications and all construction will require a building permit prior to the start of construction.

- m. "MYB/S INC." agrees to maintain records of donations and record volunteer labor hours and provide the "City" copies of such records every six (6) months during the construction period.
- n. "MYB/S INC." agrees to perform the following site maintenance during their scheduled use of the site: stripe all playing fields; place a minimum of two trash receptacles at each play field, the "City" will provide the necessary trash receptacles and receptacle liners; remove the garbage from all trash receptacles and place in designated trash container at the end of each day that games are scheduled; provide a six yard trash container, and provide portable toilets as necessary.
- o. "MYB/S INC." shall be permitted to exclusively operate and maintain a food concession on site during their scheduled use. Maintenance and operation of concession operation shall include: maintain the interior of the concession building, obtain all appropriate permits and operate the concession to all City, County and State standards for a good operation; schedule, staff and manage concession operations; remove and properly dispose of litter generated from the concession operation. Revenue generated from the concession is to be placed towards the "MYB/S INC." program and other youth functions.
- p. "MYB/S INC." shall have the right to build and maintain, consistent with the terms of this agreement and the City's approved site Master Plan, maintenance/restroom with office on second story of the facility.
- q. "MYB/S INC." shall have sole and exclusive use of the interior of the concession and maintenance buildings, and all personal property stored in such buildings is the property of the "MYB/S INC.". The "City" maintains the right to schedule and reserve site facilities such as shelters, and restrooms during non-scheduled "MYB/S INC." youth program use times.
- p. "MYB/S, INC." may only charge admission to facilities in the park in the following circumstances: a regional or state tournament hosted by "MYB/S, INC." which is affiliated with a national sponsor such as Cal Ripken or Babe Ruth in which the sponsor requires the host to charge admission fees; prior advance written notice has been given to "City" at least 30 days in advance of the date of the tournament; and the proceeds from the admission fees shall be used to advance the goals and purposes of encouraging

youth athletic competition and fitness. In the event that charging admission fees results in litigation or controversy involving the "City", the parties hereto agree to meet and renegotiate the circumstances in which admission fees may be charged. Except as provided herein, no admission charges shall be permitted for regular league play or any other regular activity of "MYB/S, INC."

4. CONDITIONS OF USE

- a. It is understood that during construction that the facility will be secured in a manner that reduces the opportunity for injury to anyone entering the property.
- b. It is understood and agreed by the parties that "City" has no obligation to pay for construction of the park unless agreed to in writing and attached to this License Agreement. "City" makes no warranty or promise as to the condition, safety, usefulness or habitability of the premises and "MYB/S INC." accepts the premises "as is".

5. INDEMNIFICATION AND INSURANCE

"MYB/S INC." indemnifies "City" and holds "City" harmless from any loss, liability, claim or action for damages or injury to "MYB/S INC.", or personal property, or their employees, agents, guests or business invitee(s) attending or participating in any "MYB/S INC." event, game or practice and arising out of or resulting from the condition of the premises or any lack of maintenance or repair thereon. It is further understood and agreed "MYB/S INC." shall not be considered agents of "City" in any manner or for any purpose whatsoever in their use and occupancy of the premises, and "MYB/S INC." hereby agrees to indemnify and hold "City" harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use and occupancy of the LICENSED premises by "MYB/S INC.", their agents, employees, guests or business invitee(s) attending or participating in any organized "MYB/S INC." event, game or practice. If any claim, suit or action is filed against "City" for any loss or claim described in this paragraph, "MYB/S INC.", at "City's" option shall defend "City" and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify "City" for all such costs and fees incurred by "City" in the defense or resolution thereof, however the "City" shall not be relieved hereby from liability for its own negligence or that of its employees.

In addition, "MYB/S INC." shall maintain, and specifically agrees to maintain throughout the term of this AGREEMENT, liability insurance in which "City" shall be named insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless "City"; and if "City" becomes liable for an amount in excess of the insurance limits, herein provided, "MYB/S INC." covenants and agrees to indemnify and save and hold harmless "City" from and for all such losses, claims, actions, or judgments for damages or liability to persons or property occurring as a result of attending or participating in any organized "MYB/S INC." event, game or practice. "MYB/S INC." shall provide "City" with a certification of insurance or other proof of insurance evidencing "MYB/S INC." compliance with the requirements of the paragraph and file such proof of insurance with:

**City of Meridian
33 East Idaho Street
Meridian, Idaho 83642**

In the event the insurance minimums of the Idaho Tort Claims Act are changed, "MYB/S INC." shall immediately submit Proof of Compliance with the changed limits.

The "MYB/S INC." will provide "City" a detailed Master Plan as approved by the Board of Parks and Recreation Commissioners for which construction will be designed and built.

6. CITY RESPONSIBILITIES

a. Phase One:

1. The "City" will pay for the construction of playing fields.
2. The "City" will pay for all underground utility construction.
3. The "City" will pay for parking lot drainage, sub-base to grade and paving.
4. The "City" will pay for pathway and sidewalk sub-base to grade and paving.
5. The "City" will pay for curb, gutter, and sidewalks.
6. The "City" will pay for fine grading for seed preparation, grass seeding.
7. The "City" will pay for Sprinkler irrigation installation.

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- b. The "City" will apply for and pay associated fees for all "City" and County permits and applications for construction purposes for improvements to the site. The "City" shall pay all ACHD fees associated with this development.
- c. The "City" will approve all detailed specifications for construction of all site improvements to the park.
- d. The "City" will provide project inspections during construction to assure that all improvements are constructed to the approved specifications.
- e. The "City" shall perform all site maintenance other than what "MYB/S INC." has agreed to maintain as noted above in item 3. L. of this AGREEMENT. The City will accept maintenance after each phase of construction is complete and acceptable to the City as outlined herein.

7. TERMINATION UPON BREACH OR DEFAULT

This AGREEMENT may be terminated by either party upon a breach of this agreement and failure to cure such breach after sixty (60) days written notice. In such event, "MYB/S INC." shall be required to remove all personal property and otherwise vacate the premises on or before the expiration of the sixty (60) day period. In the event of a holdover by "MYB/S INC." beyond the sixty (60) day period, "City", in addition to and without waiver of any other rights or remedies it may have, may immediately re-enter and take possession and expel "MYB/S INC." from the premises, with or without process of law. In the event of re-entry by "City", "MYB/S INC." shall be liable for any damages suffered by "City", its agents or employees, and any costs, including legal expenses and attorneys fees, incurred by "City" in recovering the premises.

8. NON-WAIVER

"City's" waiver on one or more occasion of any breach or default of any term, covenant or condition of this AGREEMENT shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive or affect any right or remedy "City" may have under this AGREEMENT with respect to such subsequent default or breach by "MYB/S INC." shall be liable to "City" for all damages and costs, including legal expenses and attorney's fees, suffered or incurred by

"City" in the enforcement of any of the terms, covenants or conditions of the AGREEMENT.

9. SURRENDER OF PREMISES

Upon the expiration or earlier termination or cancellation of this AGREEMENT, "MYB/S INC." agrees to quit and surrender the premises to "City" without causing or suffering any waste thereon. "City" hereby agrees that in consideration of "MYB/S INC." performance of the terms and conditions of this AGREEMENT, "MYB/S INC." may peacefully and quietly have and enjoy the said premises for the duration of this AGREEMENT.

10. ASSIGNMENT, SUBLEASE OR TRANSFER

"MYB/S INC." shall not assign, sublet or transfer the LICENSED premises, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this AGREEMENT, without the express written consent of "City".

11. NOTICES

- a. All notices to be given with respect to this AGREEMENT shall be in writing addressed as follows:

**TO "MYB/S INC.": President
Meridian Youth Baseball/Softball, Inc.
P.O. Box 55
Meridian, Idaho 83680**

**TO "CITY": City of Meridian
Director, Parks and Recreation Dept.
11 West Bower Street
Meridian, Idaho 83642**

**With a copy to: City Clerk
33 East Idaho Street
Meridian, Idaho 83642**

- b. Notice shall be either delivered or sent by certified mail, postage prepaid, return receipt requested to the party to be notified at the address specified above, or such other address as either party may designate in writing. Every notice shall be deemed to have been given at the time it is deposited in the United States mail, or upon

delivery to the party above specified, or their agent or legal representative.

12. ALTERATIONS

"MYB/S INC." shall not make, or permit to be made, alterations on or to the premises without first obtaining "City's" written consent. Additions to, or alterations of, the premises shall become at once a part of the real property and belong to "City". "MYB/S INC." shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by "MYB/S INC."

13. "MYB/S INC." INSPECTION OF PREMISES

"MYB/S INC." acknowledges that "MYB/S INC." has inspected the premises and does hereby accept the premises as being in good and satisfactory order, condition, and repair. "MYB/S INC." agrees that upon termination of this AGREEMENT for any reason, including the expiration of its term, "MYB/S INC." shall surrender the premises to "City" in the same good condition as received, reasonable wear and tear, damage by fire, or act of God excepted.

14. INSPECTON

"MYB/S INC." shall permit "City" and "City's" contractors and employees, at any time, to enter the premises for the purposes of inspection for compliance with the terms of this Use AGREEMENT and for the exercise of "City's" rights, the posting of notices, and for all other lawful purposes.

15. APPROVAL BY CITY COUNCIL

This AGREEMENT shall not be effective for any purpose whatsoever until it is approved by the resolution of the City Council and executed by the Mayor. By the granting of this LICENSE, the City Council is not obligating itself, the City of Meridian, its officers or agents, with regard to any other discretionary action relating to development or operation of said premises. Such discretionary actions include, but are not limited to, the granting or rezoning, variances, use permits, environmental clearances, or any other governmental agency approval that is required by law.

16. BINDING EFFECT:

This AGREEMENT and the terms and conditions hereof shall apply to and are binding upon the heirs, legal representative, successors and assigns of the parties.

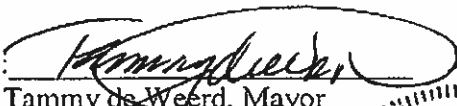
17. PRIOR AGREEMENTS SUPERCEDED:

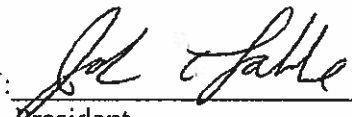
This AGREEMENT contains the entire agreement between the parties as it pertains to the premises.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

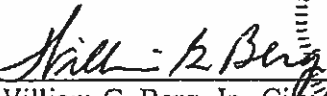
MERIDIAN CITY:

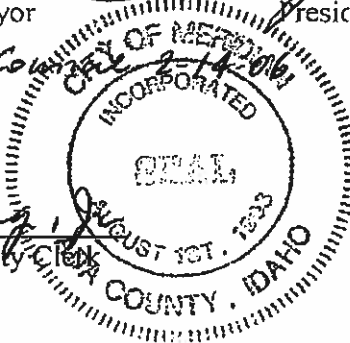
**MERIDIAN YOUTH
BASEBALL/SOFTBALL, INC.:**

BY: 
Tammy de Weerd, Mayor

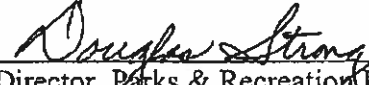
BY: 
President

Attest:

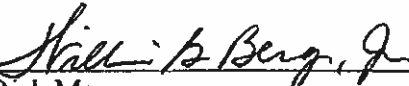
BY: 
William G. Berg, Jr., City Clerk



APPROVED AS TO FORM AND CONTENT:


Director, Parks & Recreation Department


City Attorney


Risk Manager

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CITY OF MERIDIAN

DEVELOPMENT AND LICENSE AGREEMENT MERIDIAN YOUTH BASEBALL/SOFTBALL, INC.

THIS AGREEMENT made and entered into this 1st day of March, 2004, by and between the City of Meridian, an Idaho Municipal Corporation, hereinafter called "City", and the Meridian Youth Baseball/Softball, Inc., a 501(c)(3) Corporation, hereinafter called "MYB/S INC."

WHEREAS, "MYB/S INC." is a service organization dedicated to public service for fund raising in support of the youth of Meridian and Western Ada County; and

WHEREAS, "MYB/S INC." and the "City" desire to cooperate to improve recreation opportunities for youth and the residents of Meridian and Western Ada County; and

WHEREAS, the "City" has available a 23.5 acre parcel within Meridian Settler's Park; and

WHEREAS, the "City" and "MYB/S INC." agree to designate the 23.5 acre parcel site as a Special Use park to support youth.

WHEREAS, the "City" is willing, upon certain terms and conditions, to provide use of the entire 23.5 acre site for a period of time defined within this AGREEMENT; and

NOW, THEREFORE, the parties hereto agree as follows:

1. **USE:**

For and in consideration of promises contained herein, and other good and valuable consideration, "City" hereby gives and grants to "MYB/S INC." the right, privilege and license to use certain property (the "premises") Meridian Youth Baseball/Softball complex more particularly described in Exhibit A, attached hereto and incorporated herein by reference and attachment.

2. **TERM OF AGREEMENT:**

This AGREEMENT shall be for a term of twenty-five (25) years, with an option to renew by "MYB/S INC." for an additional ten (10) year period commencing on the 1st day of March, 2029. Notice must be given to the other party in writing to the other party at least

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ninety (90) days prior to the commencement of the option period if the renewal is not desired by either party.

3. DEVELOPMENT AND USE OF PREMISE:

"MYB/S INC." will construct the park property for the use of "MYB/S INC." youth within the above-described area, which shall be constructed and maintained in accordance with the following provisions:

- a. "MYB/S INC." will provide all funding necessary for the construction of the facilities and premises as described by the department and shown on the Park Master Plan.
- b. Development of the premises shall be in the following noted phases, which shall be completed within three (3) years of the date hereof provided, and that two additional years may be granted if necessary and so long as good faith efforts to raise funds and make progress toward completion are demonstrated.
- c. Phase One shall include:
 1. All engineering and construction documents.
 2. The construction of the playing fields.
 3. All underground utility construction.
 4. Parking lot drainage and sub-base to grade.
 5. Pathway and sidewalk sub-base to grade.
 6. Curb, gutter, sidewalks.
 7. All baseball back stops and fencing.
 8. Sprinkler irrigation installation.
 9. Fine grading for seed preparation, grass seeding.

This Phase One is substantially complete and scheduled for final completion in July 2005.

- d. Phase Two shall include:

1. Parking lot and pathway paving.
 2. Construction of restroom buildings.
 3. Completion of landscaping and tree planting.
 4. Construction of concession buildings.
 5. Construction of maintenance building.
- e. "MYB/S INC." shall not use or permit the use of the premises for any other purpose without the express written consent of the "City".
- f. The portion of Meridian Settler's Park to which this agreement applies, is to remain open to public use when not scheduled for organized use by "MYB/S INC." related activities.
- g. "MYB/S INC." will provide a yearly schedule of events to "City".
- h. Park rules and regulations and applicable city ordinances will be observed and complied with.
- i. "MYB/S INC." understands that the premises licensed for use is first and foremost a "City" park and must obtain permission from "City" prior to the start of any earth work, grading or construction being performed.
- j. "MYB/S INC." agrees to develop the park to "City" park construction specifications and all construction will require a building permit prior to the start of construction.
- k. "MYB/S INC." agrees to maintain records of donations and record volunteer labor hours and provide the "City" copies of such records every six (6) months during the construction period.
- l. "MYB/S INC." agrees to perform the following site maintenance during their scheduled use of the site: stripe all playing fields; place a minimum of two trash receptacles at each play field, the "City" will provide the necessary trash receptacles and receptacle liners; remove the garbage from all trash receptacles and place in designated trash container at the end of each day that games are scheduled; provide a six yard trash container, and provide portable toilets as necessary.

- m. "MYB/S INC." shall be permitted to exclusively operate and maintain a food concession on site during their scheduled use. Maintenance and operation of concession operation shall include: maintain the interior of the concession building, obtain all appropriate permits and operate the concession to all City, County and State standards for a good operation; schedule, staff and manage concession operations; remove and properly dispose of litter generated from the concession operation. Revenue generated from the concession is to be placed towards the "MYB/S INC." program and other youth functions.
- n. "MYB/S INC." shall have the right to build and maintain, consistent with the terms of this agreement and the City's approved site Master Plan, maintenance/restroom with office on second story of the facility.
- o. "MYB/S INC." shall have sole and exclusive use of the interior of the buildings, and all personal property stored in such buildings is the property of the "MYB/S INC.". The "City" maintains the right to schedule and reserve site facilities such as shelters, and restrooms during non-scheduled "MYB/S INC." youth program use times.
- p. "MYB/S, INC." may only charge admission to facilities in the park in the following circumstances: a regional or state tournament hosted by "MYB/S, INC." which is affiliated with a national sponsor such as Cal Ripken or Babe Ruth in which the sponsor requires the host to charge admission fees; prior advance written notice has been given to "City" at least 30 days in advance of the date of the tournament; and the proceeds from the admission fees shall be used to advance the goals and purposes of encouraging youth athletic competition and fitness. In the event that charging admission fees results in litigation or controversy involving the "City", the parties hereto agree to meet and renegotiate the circumstances in which admission fees may be charged. Except as provided herein, no admission charges shall be permitted for regular league play or any other regular activity of "MYB/S, INC."

+ Coaches/Players
- FREE WATER/Gatorade

4. **CONDITIONS OF USE:**

- a. It is understood that during construction that the facility will be secured in a manner that reduces the opportunity for injury to anyone entering the property.

- b. It is understood and agreed by the parties that "City" has no obligation to pay for construction of the park unless agreed to in writing and attached to this License Agreement. "City" makes no warranty or promise as to the condition, safety, usefulness or habitability of the premises and "MYB/S INC." accepts the premises "as is".

5. INDEMNIFICATION AND INSURANCE:

"MYB/S INC." indemnifies "City" and holds "City" harmless from any loss, liability, claim or action for damages or injury to "MYB/S INC.", or personal property, or their employees, agents, guests or business invitee(s) attending or participating in any "MYB/S INC." event, game or practice and arising out of or resulting from the condition of the premises or any lack of maintenance or repair thereon. It is further understood and agreed "MYB/S INC." shall not be considered agents of "City" in any manner or for any purpose whatsoever in their use and occupancy of the premises, and "MYB/S INC." hereby agrees to indemnify and hold "City" harmless from any loss, liability, claim or action from damages or injuries to persons or property in any way arising out of or resulting from the use and occupancy of the LICENSED premises by "MYB/S INC.", their agents, employees, guests or business invitee(s) attending or participating in any organized "MYB/S INC." event, game or practice. If any claim, suit or action is filed against "City" for any loss or claim described in this paragraph, "MYB/S INC.", at "City's" option shall defend "City" and assume all costs, including attorney's fees, associated with the defense or resolution thereof, or indemnify "City" for all such costs and fees incurred by "City" in the defense or resolution thereof, however the "City" shall not be relieved hereby from liability for its own negligence or that of its employees.

In addition, "MYB/S INC." shall maintain, and specifically agrees to maintain throughout the term of this AGREEMENT, liability insurance in which "City" shall be named insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless "City"; and if "City" becomes liable for an amount in excess of the insurance limits, herein provided, "MYB/S INC." covenants and agrees to indemnify and save and hold harmless "City" from and for all such losses, claims, actions, or judgments for damages or liability to persons or property occurring as a result of attending or participating in any organized "MYB/S INC." event, game or practice. "MYB/S INC." shall provide "City" with a certification

of insurance or other proof of insurance evidencing "MYB/S INC." compliance with the requirements of the paragraph and file such proof of insurance with:

**City of Meridian
33 East Idaho Avenue
Meridian, Idaho 83642**

In the event the insurance minimums of the Idaho Tort Claims Act are changed, "MYB/S INC." shall immediately submit Proof of Compliance with the changed limits.

The "MYB/S INC." will provide "City" a detailed Master Plan as approved by the Board of Parks and Recreation Commissioners for which construction will be designed and built.

6. CITY RESPONSIBILITIES:

- a. The "City" will apply for and pay associated fees for all "City" and County permits and applications for construction purposes for improvements to the site. The "City" shall pay all ACHD fees associated with this development.
- b. The "City" will approve all detailed specifications for construction of all site improvements to the park.
- c. The "City" will provide project inspections during construction to assure that all improvements are constructed to the approved specifications.
- d. The "City" shall perform all site maintenance other than what "MYB/S INC." has agreed to maintain as noted above in item 3. L. of this AGREEMENT. The City will accept maintenance after each phase of construction is complete and acceptable to the City as outlined herein.

7. TERMINATION UPON BREACH OR DEFAULT:

This AGREEMENT may be terminated by either party upon a breach of this agreement and failure to cure such breach after sixty (60) days written notice. In such event, "MYB/S INC." shall be required to remove all personal property and otherwise vacate the premises on or before the expiration of the sixty (60) day period. In the event of a holdover by "MYB/S INC." beyond the sixty (60) day period, "City", in addition to and without waiver of any other rights or remedies it may have, may

**CITY OF MERIDIAN
PARKS & RECREATION DEPARTMENT
DEVELOPMENT AND LICENSE AGREEMENT**

immediately re-enter and take possession and expel "MYB/S INC." from the premises, with or without process of law. In the event of re-entry by "City", "MYB/S INC." shall be liable for any damages suffered by "City", its agents or employees, and any costs, including legal expenses and attorneys fees, incurred by "City" in recovering the premises.

8. NON-WAIVER:

"City's" waiver on one or more occasion of any breach or default of any term, covenant or condition of this AGREEMENT shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive or affect any right or remedy "City" may have under this AGREEMENT with respect to such subsequent default or breach by "MYB/S INC." shall be liable to "City" for all damages and costs, including legal expenses and attorney's fees, suffered or incurred by "City" in the enforcement of any of the terms, covenants or conditions of the AGREEMENT.

9. SURRENDER OF PREMISES:

Upon the expiration or earlier termination or cancellation of this AGREEMENT, "MYB/S INC." agrees to quit and surrender the premises to "City" without causing or suffering any waste thereon. "City" hereby agrees that in consideration of "MYB/S INC." performance of the terms and conditions of this AGREEMENT, "MYB/S INC." may peaceably and quietly have and enjoy the said premises for the duration of this AGREEMENT.

10. ASSIGNMENT, SUBLEASE OR TRANSFER:

"MYB/S INC." shall not assign, sublet or transfer the LICENSED premises, or any portion thereof, or cause or suffer any alterations thereto, other than as specified in this AGREEMENT, without the express written consent of "City".

11. NOTICES:

- a. All notices to be given with respect to this AGREEMENT shall be in writing addressed as follows:

**TO "MYB/S INC.": President
Meridian Youth Baseball/Softball, Inc.
P.O. Box 55**

**CITY OF MERIDIAN
PARKS & RECREATION DEPARTMENT
DEVELOPMENT AND LICENSE AGREEMENT**

Meridian, Idaho 83680

TO "CITY":

**City of Meridian
Parks & Recreation Director
11 West Bower Street
Meridian, Idaho 83642**

With a copy to:

**City of Meridian
City Clerk
33 East Idaho Avenue
Meridian, Idaho 83642**

- b. Notice shall be either delivered or sent by certified mail, postage prepaid, return receipt requested to the party to be notified at the address specified above, or such other address as either party may designate in writing. Every notice shall be deemed to have been given at the time it is deposited in the United States mail, or upon delivery to the party above specified, or their agent or legal representative.

12. ALTERATIONS:

"MYB/S INC." shall not make, or permit to be made, alterations on or to the premises without first obtaining "City's" written consent. Additions to, or alterations of, the premises shall become at once a part of the real property and belong to "City". "MYB/S INC." shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by "MYB/S INC."

13. "MYB/S INC." INSPECTION OF PREMISES:

"MYB/S INC." acknowledges that "MYB/S INC." has inspected the premises and does hereby accept the premises as being in good and satisfactory order, condition, and repair. "MYB/S INC." agrees that upon termination of this AGREEMENT for any reason, including the expiration of its term, "MYB/S INC." shall surrender the premises to "City" in the same good condition as received, reasonable wear and tear, damage by fire, or act of God excepted.

14. INSPECTION:

"MYB/S INC." shall permit "City" and "City's" contractors and employees, at any time, to enter the premises for the purposes of

15. **APPROVAL BY CITY COUNCIL**

This AGREEMENT shall not be effective for any purpose whatsoever until it is approved by the resolution of the City Council and executed by the Mayor. By the granting of this LICENSE, the City Council is not obligating itself, the City of Meridian, its officers or agents, with regard to any other discretionary action relating to development or operation of said premises. Such discretionary actions include, but are not limited to, the granting or rezoning, variances, use permits, environmental clearances, or any other governmental agency approval that is required by law.

16. **BINDING EFFECT:**

This AGREEMENT and the terms and conditions hereof shall apply to and are binding upon the heirs, legal representative, successors and assigns of the parties.

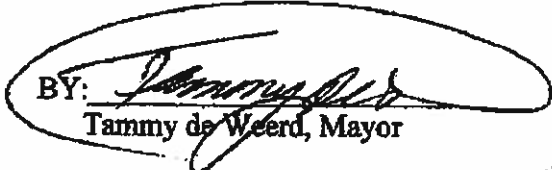
17. **PRIOR AGREEMENTS SUPERCEDED:**

This AGREEMENT contains the entire agreement between the parties as it pertains to the premises.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

MERIDIAN CITY:

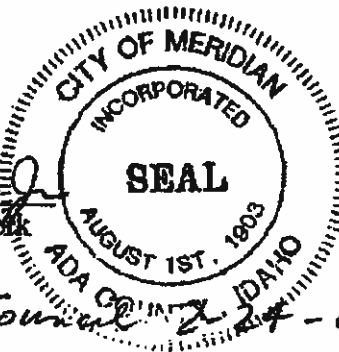
**MERIDIAN YOUTH
BASEBALL/SOFTBALL, INC.:**

BY: 
Tammy de Weerd, Mayor

BY: 
Treasurer
President

Attest:

BY: 
William G. Berg, Jr., City Clerk



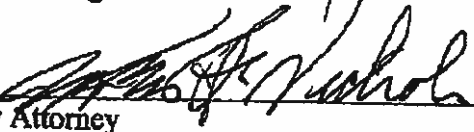
approved by City Council 2-24-04

CITY OF MERIDIAN
PARKS & RECREATION DEPARTMENT
DEVELOPMENT AND LICENSE AGREEMENT

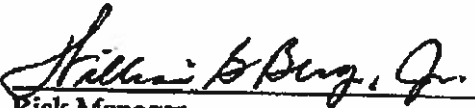
APPROVED AS TO FORM AND CONTENT:



Director, Parks & Recreation Department



City Attorney



Risk Manager

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EXHIBIT B

MYB/S PROPOSAL; AWNING SPECIFICATIONS

Proposal for the Installation of Retractable Awning at Meridian Youth Baseball and Softball Concession Stands

To: City Council, City of Meridian

From: Meridian Youth Baseball and Softball

Date: November 21st, 2023

Subject: Request for Permission to Install Retractable Awnings at Concessions Stands.

Summary:

Meridian Youth Baseball and Softball proposes the installation of retractable awnings at both of our concession stands. This addition aims to enhance the facilities, providing shade and weather protection for our community. We intend to pay this project entirely from our budget, ensuring no financial burden on the city.

Introduction:

Our organization is committed to improving the experience of all participants and spectators at our events. The installation of retractable awnings is a step towards upgrading the facilities, providing comfort and protection against weather elements.

Project Description:

Awning Specifications: Custom-designed, high-quality retractable awnings, suitable for specific dimensions of our concession stands as quoted and measured by Sun Setters Awnings.

Electrical Work: Installation of necessary electrical power on the roof of concession stands by a licensed electrician, adhering to all safety and building codes – also paid for by MYBS.

Warranty and Protection; The awnings come with a 10-year manufacturing warranty. Additionally, we propose to include the negligence warranty to cover any damages caused by ball impacts.

Budget and Funding;

Costs: Detailed cost analysis attached.

Funding: This project will be fully funded by Meridian Youth Baseball and Softball, with no financial impact on the City budgets.

Timeline

Order and Delivery: Once ordered, the awnings will be delivered in 6-8 weeks.

Installation: Installation will be scheduled immediately upon delivery, with no disruptions to the facility's operations.

Benefits;

Enhance Facilities: Improve comfort and aesthetics at our concession stands.

Community Value: Adds to the overall appeal and functionality of the sports complex, benefiting the larger Meridian community.

Safety and Comfort: Provides shade and protection from weather elements for our players, staff, and spectators.

Compliance and Safety;

The installation and electrical work will comply with City regulations and standards. The project will be executed with the utmost attention to safety and quality.

Conclusion and Request for Approval:

We respectfully request the City's approval to proceed with this project. Our commitment to enhancing the Meridian Youth Baseball and Softball facilities is unwavering, and we believe this improvement will be a valuable addition to our community.

Attachments: See photos and detailed cost analysis.

Sincerely,

Chelsey Rispalje
Concessions Director
Meridian Youth Baseball and Softball

5111 Alworth St. #B
Boise, ID 83714
Phone (208) 375-8800
Fax (208) 375-8851
Licensed - Bonded - Insured
ID State Contr. #RCE-5572
www.gutterhelmetofidaho.com



208-375-8800

Job Date	☐ Text ☐ Call		☐ Text ☐ Call		For Office Use Only
Estimate Date 11-22-23	Phone 1	Phone 2 208-972-6030	Email		
Name Chelsey Rispalje	Address 3245 N Meridian Rd		Zip Code 83646		
Billing Address	Job Location Meridian - Settlers Park		Representative Carl		

Siding **Brick**

Size:

Projection:

Mounting

- ☒ Wall ☐ Soffit
☒ Brick ☐ Roof

Motor Mnt

- ☐ Left ☐ Right
☒ 18' Cord ☐ 24' Cord

Awning Model

- ☒ Platinum ☐ XL
☒ Motorized ☐ Pro
☐ Manual ☐ Oasis
☒ Plus Cassette

18X13' Platinum Plus Pro XXL
14X10'8 Platinum Plus XL
14X10 Platinum Plus

Motorized Awnings
Wind Sensors

10 year All Weather Warranty



Installer notes:

Awning Material

- ☐ Laminate #
☒ Acrylic #

Color **Mocha Tweed**

- ☐ Wave ☒ Straight

Frame

Cream Sunbrella Fabric

Accessories

- ☐ Front Panel ☐ Led Lights ☐ Cleaning Kit
☐ Right Panel ☐ Patio Lights ☐ 5yr All Weather Warranty
☐ Left Panel ☐ Wind Sensor ☒ 10yr All Weather Warranty
☐ Metal Hood ☐ Soft Cover ☐ Other:

EZ Shade:

Case:

Fabric:

Every Professional SunSetter Awning Installation Includes:
SunSetter brackets and hardware associated with installation.
Workman's compensation and general liability insurance.
Cleanup and removal of all debris associated with installation.
Delivery and explanation of SunSetter Warranties and Customer Fact Sheet.

****Please read SunSetter Warranty and Customer Fact Sheet Carefully.**

Awning	included
Shipping	included
Installation	included
Subtotal	
Tax	Exempt
Total Price	20,000.00
Less Deposit	
Balance Due	

* Paid to installers at time of completion.

** Accepting MC, VISA, Disc, Amer. Express

C. Card (circle one):

MC VISA Discover Amer. Express Acct. #

Exp. Date:

CVC:

Buyers Right to Cancel

This agreement may be cancelled by mailing a notice to the seller's place of business. Notice must state that goods or services are not wanted. Any deposit is nonrefundable and will be considered liquidated damages unless this contract is cancelled in writing before midnight on the third working day after you sign this contract.

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform all work as specified. Payment will be made as outlined above. **Read this agreement carefully before signing.**

